

**CONTRACT PERIOD THROUGH OCTOBER 31, 2003**

TO: All Departments  
FROM: Department of Materials Management  
SUBJECT: Contract for **UNIFORM RENTAL**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **October 17, 2001**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

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Wes Baysinger, Director  
Materials Management

LH/mm  
Attach

Copy to: Clerk of the Board  
Frances Herren, Environmental Services  
Gidget Beltran, Equipment Services  
Gabriela Varadi, Flood Control  
Jim Baker, MCDOT  
Jan Killebrew, Telecommunications  
Monica Mendoza, Materials Management

(Please remove Serial 96183-R from your contract notebooks)

SPECIFICATIONS ON INVITATION FOR BID FOR: **UNIFORM RENTAL**

1.0 **INTENT:**

The intent of this Invitation for bid (IFB) is to establish a contract for uniform rental for various Maricopa County departments. The departments participating in this rental program will be Equipment Services, Transportation, Flood Control, Telecommunications and Environment Services, but not limited to. The garments will be worn around different environments, such as road oil/asphalt, paint, concrete products, motor/transmission oils, and grease. Uniforms or combinations thereof to be delivered to Maricopa County using departments or other County Agencies as outlined by Purchase Order. The rental of uniforms is defined in the Technical Specifications.

2.0 **TECHNICAL SPECIFICATIONS:**

2.1 **TAX:**

No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the bidder to determine any and all taxes and include the same in bid price.

**THE BELOW SPECIFICATIONS WILL VARY ON COLOR AND SLEEVE LENGTH FOR DIFFERENT COUNTY AGENCIES.**

2.2 **SHIRT:**

Long, short or combination of sleeve (employee preference) in all sizes shall be constructed for light to heavy soiled road construction environments (road oil/asphalt, paint and concrete products, motor oils and grease). Shirts will have six buttons with color to match body fabric. Collar and cuffs will be lined stitched down style with front facings. Vendor shall provide and sew on County Emblem/department name and name of employee as County department request.. Pockets will be die cut, spade shape, approximately 5" wide and 6" deep with one on each side of chest, no flaps. The color Safety Orange, or White is to be used on the field personnel uniform shirt (colors may vary per department). **The fabric will be 100% cotton.** Optional: The successful bidder may substitute a 65% cotton/35% polyester blend shirt to meet the same specification if requested by the using county agency.

2.3 **TROUSERS:**

Trousers with continuous waistband in all sizes shall be constructed for light to heavy soiled road construction environments (road oil/asphalt, paint and concrete, motor oils and grease). Inseams to be single needle open or bursted. Raw edges surged. Seat seam to be double needle stagger stitched. No-Stick zipper fly to be double stitched or equivalent for durability. Heavy-duty, brass ratcheting zipper. Stayed down pockets stitched, turned and stitched. Front pockets to have approximately 6-1/2" opening and 12" deep. Rear pockets have approximately 5" opening and 6" deep. Belt Loops to be made of self material, bartacked at bottom. The color of all trousers will vary per department (dark brown, dark blue) for all field personnel. **The fabric will be 100% cotton.** Optional: The successful bidder may substitute a 65% cotton/35% polyester blend trousers to meet the same specification if requested by the using county agency.

2.4 **COVERALLS:**

Coveralls in all sizes shall be constructed for light to heavy soiled road construction environments (road oil/asphalt, paint and concrete, motor oils and grease). Inseams to be single needle open or bursted. Raw edges surged. Seat seam to be double stagger stitched. No-Stick Zipper: Zipper fly to be double stitched or equivalent for durability. Heavy duty brass ratcheting zipper. Upper pockets die cut, spade shape, approximately 5" wide and 6" deep with one on each side of chest, no flaps. Lower stayed down pockets stitched, turned and stitched. Front pockets to have approximately 5-1/2" opening, and 12" deep.

Rear pockets approximately 5" opening to 6" deep. The color of coveralls will be Safety Orange (color will vary per department) for field personnel. Vendor will provide County Emblem on the left chest pocket. **The fabric will be 100% cotton.**

2.5 T-SHIRTS:

Field personnel to be supplied with **100% cotton T-Shirt** during the summer months (approximately April 1st through October 31st). Pocket to be sewn on left side front of shirt with County Emblem sewn upon the pocket. Vendor will provide County Emblem.

2.6 POLO-SHIRTS:

Supervisory personnel to be supplied with **100% cotton Polo-Shirt** during the summer months (approximately April 1st through October 31st). Pocket to be sewn on left side front of shirt with County Emblem sewn upon the pocket. Vendor will provide County Emblem on the left chest pocket.

2.7 JACKETS:

The jackets shall be set up a seasonal program from November to February or as per County department.

2.8 DUST MOPS:

To be supplied and laundered for Building Maintenance personnel. Dust mop sizes are 24" and 48". Lightly oiled (treated) in order to collect dust.

2.9 EMBLEMS:

The successful vendor will be required to furnish at no cost to the County the County 4" Emblem (sample to be given to vendor after award has been made).

2.10 AUTO SHOP:

The County's auto shop areas require shop towels, floor mats, and fender covers. The contractor is to provide rental programs for these items.

2.11 DELIVERY:

Delivery will be once a week. Garments will be on hangers covered with plastic. Well-constructed or heavy-duty hanger racks are to be provided by vendor for all clean uniform deliveries to the County at no cost. Deliveries shall be made to all outlying Maintenance Yards including Sun City, Buckeye, Chandler, Mesa as well as metropolitan Phoenix. It shall be the contractor's responsibility to meet the County's delivery requirements.

2.12 PRODUCT AND NEW EMPLOYEE SET-UP:

The successful bidder shall be required to provide **NEW** protective clothing with the initial set-up. As with the initial set-up, all new employees shall be provided with **NEW** protective clothing within one (1) week after notification or two (2) weeks will be allowed for unusual sizes (**vendor must list unusual sizes**).

2.13 UNIFORM WEAR AND TEAR:

Uniforms found to be worn out or otherwise no longer suitable (misuse and/or abuse excepted) as determined by the using department/division representative shall be pulled out of the circulating inventory and replaced with **NEW** uniforms and emblems at no cost to the County.

**2.14 DESIGNATED CONTACTS:**

Both the vendor and County agency shall establish contacts that will be responsible to monitor the authorization of receiving, invoicing, repair, replacement, distribution and returning of uniforms from employees. Additionally, a periodic meeting between the vendor, using department representative and Materials Management personnel must be held on location and time periods to be determined by all participants.

**2.15 CLEANING AND PRESSING:**

All uniforms will be cleaned and individually pressed for each delivery. Uniforms shall be cleaned using environmentally safe detergents. Uniforms will be inspected and minor repairs (minor tears, seam flaws, broken/missing buttons, emblems, to be identified by the County contacts) made at each cleaning cycle. The vendor will provide a heavy-duty return duffle bag for each employee's soiled uniforms at no cost to the County.

**2.16 DEFICIENCIES:**

Deficiencies will be corrected within 48 hours after notification. Deficiencies will include, but not be limited to, incorrect size, wrong deliveries, incomplete returns, un-repaired or dirty items.

**2.17 STOP SERVICE CHARGES:**

There shall be no further charge for any employee after the date of notification to discontinue service for that employee. Any employee absent for one full week or more due to vacation or illness shall be without charge if notification has been given by County contact to the vendor contact.

**2.18 STOCK:**

The contractor shall be expected to stock locally sufficient quantities as may be necessary to meet County's needs.

**2.19 SHIPPING INSTRUCTIONS:**

A packing list or other suitable shipping document shall accompany each shipment and shall show the (1) name and address of the bidder, (2) name and address of the County Agency, (3) County purchase order number, (4) description of material shipped, including item number, and package, if applicable, (5) name of employee and low org. number.

**2.20 INVOICING:**

Individual invoices will be provided for each department . Invoice will itemize and include the individual name of each employee and the description of the uniforms assigned to the employee. The total inventory, expected usage and actual usage, unit price and extended price shall be listed.

All invoice discrepancies shall be rectified within a 6-month period. If discrepancies are close to the County's fiscal year end, you have until June 30<sup>th</sup> of each year to resolve all outstanding invoices.

**2.21 INVOICE DISCREPANCIES:**

The County's fiscal year begins July 1<sup>st</sup> and ends on June 30<sup>th</sup> of each year. As a government entity we have a budget limit. It is very important has a County vendor to be aware of our limitations. All invoice discrepancies shall be rectified within this time period.

**2.22 EMPLOYEE SITE TRANSFER:**

The County shall be responsible for notifying the contractor in writing of an employee(s) job location change. The contractor shall schedule his/her uniforms to be delivered at the new location without any delay. At no time shall a County employee(s) be without a uniform to perform his/her job.

2.23 FORECAST:

Estimate 400 employees participating in this program.

2.24 UNIFORMS DEFICIENCY:

In cases where an employee is not given the correct amount of uniform(s), the route driver shall make arrangements to supply the correct amount of uniforms required for that employee(s) within the same business day of notification. At no time shall a County employee work without a uniform to perform his/her job.

2.25 ROUTE CHANGE:

The contractor shall notify the County of all route changes prior to the normal schedule. The contractor shall double the uniforms deliveries for the employees that will be effected by the change to eliminate uniform shortage or make prior arrangement with the County agency.

2.26 COUNTY HOLIDAYS:

If a County holiday interferes with a delivery schedule, the County and contractor shall make arrangements to deliver the uniforms at a different time or deliver double uniforms on the previous delivery. The Contractor shall be given a County holiday schedule to help forecast any changes.

2.27 DISCONTINUE UNIFORMS:

The County shall notify the contractor in writing when an employee has resigned. The contractor shall delete the employee name(s) off the invoice and pick up all uniforms assigned to that individual and credit our account.

2.28 SET UP COUNTY ACCOUNTS:

It shall be the responsibility of the contractor to communicate with their service areas, accounts receivable and other areas involved in compliance with the agreement of Maricopa County's special pricing. The pricing shall be programmed in your financial systems as offered. It will delay payment, if the required information is not provided.

2.29 ADDITIONAL CHARGES/FEES:

Maricopa County **SHALL NOT BE** responsible for miscellaneous charges or fees (i.e., shop supplies, environmental fees, service calls, travel, mileage, etc.) other than those listed in the pricing section of this agreement. **All costs shall be included in the bid price.**

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a TWO (2) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three\_(3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

### 3.3 INDEMNIFICATION

#### 3.3.1 INDEMNIFICATION FOR PROFESSIONAL LIABILITY:

To the fullest extent permitted by law, the **VENDOR** shall indemnify, and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the **VENDOR** negligent acts, errors, omissions or mistakes relating to professional services in the performance of this Contract. **VENDOR'S** duty to indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any negligent acts, errors, omissions or mistakes, related to professional services in the performance of the Contract including any person for whose negligent acts, errors, omissions or mistakes, the **VENDOR** may be legally liable.

The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

#### **For all other hazards, liabilities, and exposures:**

To the fullest extent permitted by law, the **VENDOR** shall defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings), relating to, arising out of, or resulting from the **VENDOR'S** work or services. **VENDOR'S** duty to defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of the **VENDOR**, anyone **VENDOR** directly or indirectly employs or anyone for whose acts **VENDOR** may be liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

#### **Abrogation of Arizona Revised Statutes Section 34-226:**

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then this duty of indemnification shall extend to all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings relating to, arising out of, or alleged to have resulted therefrom, caused in whole or in part by any negligent acts, errors, or omissions relating to professional work of services in the performance of this Contract by the **VENDOR**, or anyone directly employed by the **VENDOR** or anyone for whose acts **VENDOR** may be liable regardless of whether it is caused by any party indemnified hereunder, including the **COUNTY**.

The scope of this indemnification does not extend to the sole negligence of the **COUNTY**.

### 3.4 CANCELLATION AND EXPIRATION NOTICE:

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the **COUNTY**.

**3.5 TESTING:**

Unless otherwise specified, materials and equipment purchased will be inspected by the receiving activity as to meeting the quality and quantity requirements of the solicitation. When deemed necessary, samples of supplies or materials will be taken at random from stock received for submission to a commercial laboratory or other appropriate agency, for analysis and testing as to whether the material conforms in all respects to the specifications. In cases where commercial laboratory reports indicate that the materials do not meet the specifications, the expense of such analysis is to be borne by the Bidder holding the Contract.

**3.6 TERMS AND PAYMENT:**

Payment under Contract will be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the Purchase Order. Invoices shall contain the following information : Purchase Order number, item numbers, description of supplies and/or services, sizes, quantities, unit prices and extended totals and applicable sales/use tax. The county is not subject to excise tax.

**3.7 ACCEPTANCE:**

Upon successful completion of the performance period, the system shall be deemed accepted and the warranty period begins. All documentation shall be completed prior to final acceptance.

**3.8 ADDITIONAL PRICING:**

Bidders are strongly encouraged to offer additional pricing for related items/products/components, which are not specifically addressed as line items in the Invitation For Bids. Pricing offered should be noted on the pricing pages of the Bidder response in the format requested. Six (6) sets of catalogs/pricing documents shall accompany any additional pricing offered.

**3.9 PROCUREMENT CARD ORDERING CAPABILITY:**

It is the intent of Maricopa County to utilize the Bank of America MC Procurement Card or other procurement card that may be used by the County from time to time to place and make payment for orders under the Contract. Bidders without this capability may be considered non-responsive and not eligible for award consideration.

**3.10 PROMPT PAYMENT DISCOUNT:**

Bidders are strongly encouraged to offer Maricopa County prompt payment discounts for this service and take into consideration receipt of payment within seventy-two hours from time of payment processing. Discounts offered will be considered in the evaluation price analysis process.

**3.11 INTERNET ORDERING CAPABILITY:**

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Proposers without this capability may be considered non-responsive and not eligible for award consideration.

**3.12 INQUIRIES:**

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY  
DEPARTMENT OF MATERIALS MANAGEMENT  
ATTN: CONTRACT ADMINISTRATION  
320 WEST LINCOLN STREET  
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

LARRY HALL, PROCUREMENT, SPECIALIST 506-8715  
(lhall@mail.maricopa.gov)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

**4.0 CONTRACT TERMS AND CONDITIONS:**

**4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:**

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this bid will be a requirements contract. However, this Contract does not guarantee that any purchases will be made. It only indicates that if purchases are made for the services contained in this Contract, that they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or department and proper authorization and documentation have been approved.

**4.2 ESCALATION:**

Any requests for price adjustments must be submitted thirty (30) days prior to the Contract renewal date. Justification for the requested adjustment in cost of labor and/or materials must be accompanied by appropriate documentation. Escalation shall not exceed the increase in the U.S. Department of Labor (Bureau of Labor Statistics) Consumer Price Index for Urban Consumers. Increases shall be approved in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

**4.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE:**

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

**4.4 TERMINATION FOR DEFAULT:**

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after it is deemed by the County, that the Contractor has failed to remedy the problem after being forewarned.

**4.5 TERMINATION BY THE COUNTY:**

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Contract. If the Contractor should persistently or repeatedly refuse or should fail. Except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this Contract, then the County may terminate this Contract. Prior to termination of this Contract, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

**4.6 APPROPRIATION CONTINGENCY:**

The Contractor recognized that any agreement entered into shall commence upon the day fires provided and continued in full force and effect until termination in accordance with its provisions. The Contractor and the County herein recognized that the continuation of any contract after the close of any given fiscal year of the County which fiscal years end June 30 of each year, shall be subject to the approval of the budget of the County providing for or covering such contract item as an



expenditure therein. The County does not represent that said budget item will be actually adopted, said determination being the determination of the County Board of Supervisors at the time of the adoption of the budget.

**4.7 ORGANIZATION – EMPLOYMENT DISCLAIMER:**

The Contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture contract or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the Contract.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the contract are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensations, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

**4.8 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or VENDOR to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

**4.9 OFFSET FOR DAMAGES;**

In addition to all other remedies as Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

**4.10 ADDITIONS/DELETIONS OF SERVICE:**

The County reserves the right to add and/or delete services to this Contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the bid price. Should additional services be required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

**4.11 SUBCONTRACTING:**

The Contractor may not assign this Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

**4.12 AMENDMENTS:**

All amendments to this Contract must be in writing and signed by both parties.

**4.13 CONFORMATION WITH THE LAW:**

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa and the City of Phoenix.

**4.14 CONTRACT COMPLIANCE MONITORING:**

The Materials Management Department and the using Agency(ies) shall monitor the Contractors' compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided by this Contract.

**4.15 RETENTION OF RECORDS:**

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.

**4.16 ADEQUACY OF RECORDS:**

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

**4.17 AUDIT DISALLOWANCES:**

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

**4.18 P.O. CANCELLATION LANGUAGE:**

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to an after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the Department of materials Management with written notification to follow. By submitting a bid in response to the Invitation For Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

**4.19 VALIDITY:**

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

**4.20 CONTRACTOR RESPONSIBILITY:**

The Contractor will be responsible for any damages whatsoever to County property as applicable when such property is the responsibility or in the custody of the Contractor, his employees or Subcontractors.

**4.21 GUARANTEE:**

The materials and supplies called herein shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examination and standardization. Items not meeting these requirements shall be replaced at no cost to the County upon due notice of deficiency.

**4.22 DELIVERY:**

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

**4.23 RIGHTS IN DATA:**

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

**4.24 SECURITY AND PRIVACY:**

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized subcontracts.

**G & K SERVICES, 4804 W. ROOSEVELT STREET, PHOENIX, AZ 85043-2809**

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

ACCEPT PROCUREMENT CARD: ☒ YES ☐ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ☐ YES ☒ NO ☐ %  
 REBATE (Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: ☐ YES ☒ NO ☐ % DISCOUNTS

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

**PRICING SHEET C840509,C841008/B0602276**

**PRICING:**

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

<b>ITEM DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>EXT. PRICE</b>	<b>LOST CHARGE</b>
4.1 <b><u>SHIRT:</u></b>			
a. 100% Cotton (buttons & collar)	\$ .45	each/day/man	\$ 2.25 \$ 11.00
b. (Optional) 65/35 Blend (buttons & collar)	\$ .39	each/day/man	\$ 1.95 \$ 12.00
4.2 <b><u>TROUSERS:</u></b>			
a. 100% Cotton	\$ .44	each/day/man	\$ 2.20 \$ 11.00
b.(Optional) 65/35 Blend	\$ .39	each/day/man	\$ 1.95 \$ 12.00
4.3 <b><u>COVERALL:</u></b>			
100% Cotton	\$ .44	each/Two set /week/man	\$ .88 \$ 16.00
4.6 <b><u>SHORTS:</u></b>			
65/35 Blend Annual Program	\$ .40	each/day/man	\$ 2.00 \$ 12.00
4.9 <b><u>SHOP TOWELS/RAGS, COTTON:</u></b>			
Auto Replace Cost/Towel	\$ .04	each	\$ 70.00
	\$ .40	each	\$ 20.00
4.10 <b><u>DUST MOP:Safety type</u></b>			\$ 90.00
24"	\$ .45	each	
34"	\$ .55	each	
48"	\$ .60	each	
4.11 <b><u>WET MOP:</u></b>	\$ .75		
4.12 <b><u>FLOOR MATS:</u></b>			\$ 75.00
3x4	\$ 1.00	each	
4x6	\$ 1.00	each	
3x10	\$ 1.00	each	
4.13 <b><u>PREP CHARGES</u></b>			
(One time fee per garment per new employee)	\$ 2.50	each/per garment	\$ 55.00
4.14 <b><u>FENDER COVERS</u></b>	\$ .85	each	\$ 40.00

**G & K SERVICES, 4804 W. ROOSEVELT STREET, PHOENIX, AZ 85043-2809**

4.15	<b><u>LOST AND DAMAGED COST</u></b>			
	SHIRT	\$ <u>11.00</u>	each	\$ <u>11.00</u>
	PANT	\$ <u>12.00</u>	each	\$ <u>12.00</u>
	COVERALL	\$ <u>16.00</u>	each	\$ <u>16.00</u>
4.16	<b><u>EXECUTIVE SHIRTS</u></b>	\$ <u>.69</u>	each	\$ <u>3.45</u>
4.17	<b><u>EXECUTIVE PANTS</u></b>	\$ <u>.65</u>	each	\$ <u>3.25</u>
4.18	<b><u>JACKETS:</u></b> (Flood Contraol Personnel)			
	From October thru March	\$ <u>2.00</u>	each	\$ <u>2.00</u>
	From April thru September	\$ <u>.50</u>	each	\$ <u>.50</u>
	Replacement for missing or damaged jackets	\$ <u>36.00</u>	each	\$ <u>36.00</u>

Does pricing extend to County Employees? \_\_\_\_\_ yes  X  no

Terms: 2% 10 DAYS NET 30

Federal Tax ID Number 41-0449530

Vendor Number: 410449530 A

Telephone Number: 602/353-3100

Fax Number: 602/278-7074

E-Mail Address: Timothy [Duy@GK/GK](mailto:Duy@GK/GK) Services

Company WEB Site: [www.GKServices.com](http://www.GKServices.com)

Contact Person Paul Sarzoza/Timothy Duy

Contract Period: To cover the period ending October 31, 2003.